

CONTRACT AWARD
STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300 72201-3966
P. O. Box 2940 72203-2940
Little Rock, Arkansas
501-324-9320

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

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BUYER: CURTIS GATEWOOD

CONTRACT/BID NO.:SP-02-0468

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DESCRIPTION: AIR CONDITIONERS/HEAT PUMPS

CONTRACT PERIOD: JUNE 1, 2002 THROUGH MAY 31, 2003

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DELIVERY REQUIREMENTS: AS SPECIFIED

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO: ALL STATE AGENCIES AND
COOP PURCHASING PARTICIPANTS

DELIVER TO: AS SPECIFIED ON AGENCY
PURCHASE ORDER

CONTRACT AWARD TO:
FRIEDRICH AIR CONDITIONING
4200 N. PAN AM EXPRESSWAY
SAN ANTONIO, TX 78218

Contact Name: MR. RONALD KOEHLER
Telephone No: 210-357-4400
Fax No: 210-357-4483
Federal I.D. No:

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____ DATE: _____

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CONTRACT PERIOD: June 1, 2002 through May 31, 2003

INVOICE TO: All State Agencies

DELIVERY:

Agency requests delivery within 30 days after receipt of order

TRADE-IN POLICY:

Agencies purchasing from this contract may obtain trade-in quotations as new units are requested. It will be the responsibility of the Marketing and Redistribution Section of the Office of State Procurement to advise State Agencies whether or not to accept the trade-in allowance offered by the contractor.

RESPONSE TIME:

The contractor shall have maximum of twenty-four (24) hours to respond to an agency request for service. Actual service shall begin in no more than twenty-four (24) hours after response. The service obligation of the contractor applies only to units located within the zone bid. If the vendor fails to respond as defined, the agency may file a formal complaint with the Office of State Procurement.

ORDERING PROCEDURES:

All State Agencies issue purchase orders directly to the successful bidder for the applicable zone and class.

If a state agency requests 20 or more units at one time, a competitive firm bid, separate from this contract, may be issued subject to approval of the Office of State Procurement.

BASIS OF AWARD:

1. Contracts resulting from this Invitation for Bid are statewide in scope, but award will be made by class in each geographical zone as indicated on the map on Page 14.
- *2. Award will be based on the lowest bid and Life Cycle Cost evaluation per class. Cost of electricity = \$. ____ Kw/hr.
3. Bidder's may bid on one or all, this includes either zone and/or class.

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4. The bidder must submit two (2) separate prices per class. One (1) price to include the unit and the other price to include the total delivery charges per unit to any agency located in the zone bid, with the total of the two (2) taken into final consideration. Installation will be the responsibility of the ordering agency.

AUTHORIZATION FOR SHIPMENT:

Purchase orders from the using agency will authorize shipment. If units are picked up at the successful vendor's location, the delivery charge will not be included on the purchase order and the using agency will not be liable for the delivery charge.

This contract shall run one year. This contract may be extended by written mutual agreement of the contracting parties for up to two years beyond the expiration date.

PURPOSE AND INTENT:

It is the intent of this Invitation for Bid, both to solicit and to obtain competitive bids as a basis for establishing a contract under which the State of Arkansas may purchase its room air conditioner/heat pumps requirements.

SPECIFICATIONS:

Bidder's offering must conform to the State of Arkansas's Specification Number 030-06-1 for Air Conditioners/Heat Pumps, Self Contained, Room, Revised April 3, 1997.

LIFE CYCLE COSTING:

All bids meeting the requirements of this Invitation for Bid will be evaluated on the basis of Life Cycle Cost as explained in the State of Arkansas' Specifications.

***COST OF ELECTRICITY:**

Cost of electricity will be issued at bid opening . The Office of State Procurement will then process the Life Cycle Cost Evaluation.

PRICES:

Prices will be firm for the contract period.

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QUANTITIES:

For the 2002 Air Conditioner/Heat Pump Contract the units will be broken down into thirteen (13) individual classes based on BTU capacity and operational voltage.

Purchases listed covers the period of June 1, 2001 through February 28, 2002 and will be inclusive on the bid form to enable a rough estimate for the 2002 contract period.

The Office of State Procurement recommends bidding more than one model for each size listed in situations where more efficient models are available.

It is the intention of the State that all agencies have access to the services of this contract. The bidder should be aware that many state departments have offices in all counties throughout the state; i.e., County Health Offices, Revenue, Driver Services, Social Services, etc., also State Parks, Boards, and Commissions.

No representation is hereby made by the State as to the exact number of room air conditioners/heat pumps which will be purchased under this contract. The State reserves the right to purchase the necessary machines in any quantity, at the unit prices quoted.

RESPONSIBLE PARTY:

The awarded contractor(s) must provide the name, location, and phone number of the individual designated to represent the vendor in all matters pertaining to the contract during the life of the contract. This individual must also submit a report in writing upon request to the Office of State Procurement, P.O. Box 2940, Little Rock, AR 72203, ATTN: Curtis Gatewood. This report must include total sales by air conditioner/heat pump model and delivery location.

NORMA WILLIAMS
(NAME)

P.O. BOX 1540,SAN ANTONIO,TX
(ADDRESS)

210-357-4400 / EXT.667
(PHONE NUMBER)

SELLING TO POLITICAL SUB-DIVISION:

The contractor shall be required to sell to the political sub-divisions of Arkansas (cities, counties, school districts) at the option of the political sub-divisions. Unless otherwise stated, all special terms and conditions listed within the Invitation for Bid must be equally applied to political sub-divisions. Failure to agree to sell to the Arkansas political sub-divisions will result in rejection of Bid.

THERE WILL BE NO DELIVERY CHARGES BY FRIEDRICH.

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ITEMS 1-10 AIR CONDITIONERS AS FOLLOWS

<u>CLASS</u>	<u>PURCHASE</u> <u>ESTIMATES</u>	<u>SIZE</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>
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1.	27 ea. 115V ACTUAL. BTU/HR 8250	1	A. FRIEDRICH	#SQ08J10C	\$ 300.00
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Zone(s) Bid: Check X X X X X
 1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

2.	3 ea. 115V 10200 ACTUAL. BTU/HR	2	A. FRIEDRICH	#SS10J10AR	\$ 425.00
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Zone(s) Bid: Check X X X X X
 1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

3.	2 ea. 115V ACTUAL. BTU/HR 11750	3	A. FRIEDRICH	#SS12J10AR	\$ 440.00
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Zone(s) Bid: Check X X X X X
 1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

4.	9 ea. 115V ACTUAL. BTU/HR 14100	4	A. FRIEDRICH	#KM14J10B\$	450.00
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Zone(s) Bid: Check X X X X X
 1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$

(in dollars per unit)	1	2	3	4	5
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- | | | | | |
|----|---|---|------------------------|-----------|
| 5. | 14 ea.
230/208V
ACTUAL. BTU/HR
12000/12000 | 5 | A. FREIDRICH #SS12J30B | \$ 405.00 |
|----|---|---|------------------------|-----------|

Zone(s) Bid: Check ☐ ☐ ☐ ☐ ☐
1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

- | | | | | |
|----|--|---|---------------------------|--------|
| 6. | 11 ea.
230/208V
ACTUAL BTU/HR
16300/16000 | 6 | A. FRIEDRICH #SS16J30A \$ | 440.00 |
|----|--|---|---------------------------|--------|

Zone(s) Bid: Check X__X__X__X__X
1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

- | | | | |
|----|---|-------------------------|----------|
| 7. | 19 ea.
230/208V
ACTUAL. BTU/HR
19300/19000 | 7 A FRIEDRICH #SM19J30R | \$515.00 |
|----|---|-------------------------|----------|

Zone(s) Bid: Check X₁ X₂ X₃ X₄ X₅

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

- | | | | | |
|----|--|---|------------------------|-----------|
| 8. | 1 ea.
230/208V
ACTUAL. BTU/HR
21000/20500 | 8 | A. FRIEDRICH #SM21J30B | \$ 550.00 |
|----|--|---|------------------------|-----------|

Zone(s) Bid: Check XXXXX
 1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

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9. 5 ea. 9 A. FRIEDRICH #SL24J30A \$ 590.00
230/208V
ACTUAL. BTU/HR
24500/24500

Zone(s) Bid: Check ☒ ☒ ☒ ☒ ☒
1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

10. 2 ea. 10 A. FRIEDRICH # SL35J30 \$ 700.00
230/208V
ACTUAL. BTU/HR
35000/34800

Zone(s) Bid: Check ☒ ☒ ☒ ☒ ☒
1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

ITEMS 11,12 AND 13 HEAT PUMPS AS FOLLOWS.

11. Each unit must meet all applicable specifications

12,400 BTU Cooling, 11,300 BTU Heating

52 ea. 11 A. FRIEDRICH #YS12J33 \$ 560.00

Zone(s) Bid: Check ☒ ☒ ☒ ☒ ☒
1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

12. Each unit must meet all applicable specifications

18,000 BTU Cooling, 17,600 BTU Heating,

5 ea.	12 A. FRIEDRICH #YM18J34B	\$ 650.00
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Zone(s) Bid: Check $\frac{-X}{1}$ $\frac{X}{2}$ $\frac{-X}{3}$ $\frac{-X}{4}$ $\frac{X}{5}$

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

13. Each unit must meet all applicable specifications

24,000 BTU Cooling, 23,000 BTU Heating

4 ea. 13 A. FRIEDRICH #YL24J35A \$ 750.00

Zone(s) Bid: Check X X X X X
1 2 3 4 5

Delivery Charge per Zone(s): \$ \$ \$ \$ \$
(in dollars per unit) 1 2 3 4 5

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TERM AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written

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approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.
20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04,

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or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.